

BRITISH COLUMBIA OFFSHORE SCHOOL PROGRAM
CERTIFICATION AGREEMENT

THIS AGREEMENT made the ----- day of -----, 2023

BETWEEN:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Education and Child Care

(the "Province")

AND:

[Owner/Operator], a registered corporation, incorporated under the laws of [JURISDICTION], registration no. [any relevant articles/certificate of incorporation], and having an office at [address].

(the "Owner/Operator")

BACKGROUND:

- A. The Owner/Operator wishes to offer an educational program using the BC Curriculum to learners in [JURISDICTION] with the intent that those learners, upon completion of the program, will be eligible to receive a British Columbia Certificate of Graduation;
- B. The Province wishes to permit the Owner/Operator to offer an educational program using the BC Curriculum on the condition that it is taught by educators who are certified to teach in British Columbia, at a quality acceptable to the Province;
- C. The Owner/Operator has met all requirements under the Pre-Certification Agreement with the Province.

NOW THEREFORE the Province and the Owner/Operator agree as follows:

1.00 DEFINITIONS

1.01 In this Agreement, these terms have the following meaning:

"Agreement" means this agreement and includes all schedules;

"Annual Inspection" means that inspection performed by the Province in accordance with paragraph 2 of Schedule "D";

"Annual Report" means the report that is submitted to the Province in accordance with paragraph 13.07;

"Authorized Person" means a person who holds

- (a) a certificate of qualification issued under the *Teachers Act*,
- (b) a British Columbia subject restricted independent school teaching certificate issued under the *Independent School Act*; or
- (c) written approval from the Director to teach in a school certified by the Province.

“British Columbia Certificate of Graduation” or **“BC Certificate of Graduation”** means the graduation certificate issued under section 168 (6) (a) (ii) of the *School Act*;

“British Columbia Curriculum” or **“BC Curriculum”** means those documents specified as “Educational Program Guides” under the Educational Program Guide Order;

“British Columbia Educational Program” or **“BC Educational Program”** means the educational program, including the Graduation Program, delivered by the Owner/Operator to Students in accordance with this Agreement and with the Program Requirements;

“Director” means the Director of the British Columbia Offshore School Program within the Province’s Ministry of Education and Child Care;

“Educational Material” means the British Columbia Curriculum, the Provincial Examinations and the Website Materials;

“Executive Director” means the Executive Director of the Independent Schools and International Education Branch within the Province’s Ministry of Education and Child Care;

“Graduation Program” means the courses, examinations and assessments described in the Graduation Program Order, the successful completion of which will make a Student eligible for a BC Certificate of Graduation;

“Graduation Requirements” means the general requirements which must be met in order to be eligible for a BC Certificate of Graduation and which are set out in the Graduation Program Order;

“Independent School Act” means the British Columbia *Independent School Act*, R.S.B.C. 1996, c. 216, as amended from time to time;

“Inspection Report” means a final report prepared by the inspection team retained by the Province to conduct the Province’s inspection process;

“Manual” means the “British Columbia Offshore School Program Operating Manual”;

“Offshore School Representative” means the person retained by the Owner/Operator under paragraph 14.01;

“Online Learning” or **“OL”** means a method of instruction that relies primarily on communication between Students and teachers by means of the Internet;

“Permanent Student Record” means that record that must be established and maintained under the Permanent Student Record Order;

“Personal Education Number” means a unique identification number assigned to a person under s. 170.1 of the *School Act*;

“Principal” means the Authorized Person employed by the Owner/Operator under paragraph 15.01;

“Program Requirements” are those requirements established by the Province, modified from time to time at the Province’s sole discretion, and which are published in the

Manual;

“Provincial Examinations” means the examinations and assessments listed in the Graduation Program Order which are required to be written in order to be eligible for a British Columbia Certificate of Graduation;

“School” means:

- (a) each of the educational institutions operated by the Owner/Operator and listed in paragraph 1 of Schedule B, and
- (b) includes the Students, teachers and facilities associated with the provision of the BC Educational Program at each respective educational institution;

“School Act” means the British Columbia *School Act*, R.S.B.C. 1996, c. 412, as amended from time to time;

“School Age” means the age between the date on which a person is permitted to enroll in the BC Educational Program and the end of the School Year in which the person reaches the age of 19 years;

“School Year” means the period specified in paragraph 2.02 (a) of this Agreement;

“Student” means a person of School Age enrolled in the BC Educational Program at a School;

“Student Record” means the record created in accordance with Part 13.00;

“Teachers Act” means the British Columbia *Teachers Act*, S.B.C. 2011, c. 19;

“Term” means the period set out in paragraph 2.01 of this Agreement during which the Owner/Operator is authorized to deliver the BC Educational Program under this Agreement;

“Vice Principal” means the Authorized Person retained under paragraph 15.02; and

“Website Materials” means the documents identified as “Curriculum Documents” and “Support Materials” that are accessible at <https://curriculum.gov.bc.ca>, or such other internet address as the Province may advise the Owner/Operator in writing.

1.02 In this Agreement, the following ministerial orders are referred to:

- (a) Educational Program Guide Order, MO No. M333/99;
- (b) Educational Standards Order, MO No. M41/91;
- (c) Graduation Program Order, MO No. M302/04;
- (d) Permanent Student Record Order, MO No. M082/09; and
- (e) Student Progress Report Order, MO No. M191/94.

1.03 Where an act, regulation or order of the Province of British Columbia is incorporated by reference into this agreement, each reference to a “board” or an “independent school authority” shall be read as a reference to the Owner/Operator.

2.00 TERM

2.01 The Term commences on the first day of the School Year referred to in section 2.02 (a).

2.02 The Owner/Operator acknowledges that:

- (a) this Agreement relates to the 2023/2024 School Year (month day, 2023 to month

day, 2024),

- (b) although the Province intends to enter into an agreement with the Owner/Operator in respect of the 2024/25 School Year on substantially the same terms as those set out in this Agreement, there is no right of renewal of this Agreement,
- (c) the decision to enter into an agreement in respect of the 2024/2025 School Year is in the sole discretion of the Province, and
- (d) the Province will base its decision to enter into a new agreement with the Owner/Operator in part on the Inspection Reports.

3.00 PROVINCIAL COMMITMENTS

- 3.01 The Owner/Operator has the authority to use the Educational Materials in accordance with the terms of this Agreement, which terms include provisions allowing the Province to suspend or terminate the authority of the Owner/Operator.
- 3.02 The Minister may, in his or her discretion, provide a British Columbia Certificate of Graduation to any Student who has successfully completed the Graduation Requirements.
- 3.03 Notwithstanding the responsibility of the Owner/Operator to have policies and procedures in place with respect to the professional development of Authorized Persons, the Province may, at its discretion, provide capacity building professional development activities to Authorized Persons employed by the Owner/Operator. The Province may recover costs associated with these professional development activities from the Owner/Operator.

4.00 FEES

- 4.01 The Owner/Operator must pay all fees outlined in Schedule “E”.

5.00 QUALIFICATION CRITERIA FOR OWNER/OPERATORS

- 5.01 The Owner/Operator represents and warrants that the qualification requirements set out in Schedule “A” have been met and will continue to be met throughout the Term.
- 5.02 The Owner/Operator must be an incorporated non-governmental legal entity and must not be a government organization, a School District Business Company as defined in the *School Act*, or a foreign affiliate of a School District Business Company.
- 5.03 The Owner/Operator must provide to the Province, at the Province’s request, written confirmation from the appropriate government entity with paramount responsibility for education in the jurisdiction in which each School is located, that the government entity expressly approves or has no objection to the Owner/Operator doing the following:
 - (a) operating the Schools in accordance with the terms of this Agreement,
 - (b) delivering the BC Educational Program to Students at those grade levels specified in Schedule “B”, with the intent that Students in the Graduation Program will be eligible for a BC Graduation Certificate upon successful completion, and
 - (c) hiring teachers with a certificate of qualification issued under the *Teachers Act*, by the Teacher Regulation Branch of the Ministry of Education and Child Care in British Columbia.

5.04 The written confirmation under section 5.03 must include the name and contact information of the government official granting approval (or expressing no objection, as the case may be) in order that the Province may contact that official to confirm that any information provided by the Owner/Operator is accurate and true.

6.00 RELATIONSHIP

6.01 No partnership, joint venture, agency or other legal entity will be created by or will be deemed to be created by this Agreement or any actions of the parties pursuant to this Agreement.

6.02 The Owner/Operator is not a servant, employee or agent of the Province.

6.03 The Owner/Operator must not in any manner whatsoever commit or purport to commit the Province or any of its officials or contractors to any course of action, obligation or otherwise.

7.00 OWNER/OPERATOR REPRESENTATIONS, WARRANTIES AND OBLIGATIONS

7.01 The Owner/Operator represents and warrants to the Province, with the intention that the Province will rely thereon in entering into this Agreement, that:

- (a) there is no law or decision of a governmental entity which would prohibit the Owner/Operator from entering into this Agreement with the Province,
- (b) it has the power and capacity to accept and execute this Agreement and to perform its obligations under this Agreement and that this Agreement is binding upon and enforceable against the Owner/Operator,
- (c) throughout the Term, the Owner/Operator:
 - (i) will directly operate the Schools and will be solely responsible for their operation,
 - (ii) will promptly inform the Province of any fact that adversely affects, or might adversely affect, in a material way, the Owner/Operator's properties, assets, condition, financial or otherwise, business or operations or its ability to fulfill its obligations under this Agreement,
 - (iii) and individuals or entities acting on behalf of the Owner/Operator, including but not limited to the Principal and the Offshore School Representative, will not engage in conduct that may negatively impact the integrity of the British Columbia Offshore School Program or British Columbia's reputation in the international education,
 - (iv) has all the rights necessary to perform the obligations set out in this Agreement, to operate the Schools and to use the facilities for the purposes of delivering the BC Educational Program in the Schools,
 - (v) will operate the Schools in accordance with the laws of each jurisdiction in which a School is located, as set out in Schedule "B", and
 - (vi) will participate in the Annual Inspection, as required.

7.02 All statements contained in any certificate, application or other document delivered before or during the Term of this Agreement, by or on behalf of the Owner/Operator to the Province under this Agreement or in connection with the Schools and the provision of the BC Educational Program, will be deemed to be representations and warranties by

the Owner/Operator.

- 7.03 All representations, warranties, covenants and agreements made in this Agreement and all certificates, applications or other documents delivered by or on behalf of the Owner/Operator are material and will conclusively be deemed to have been relied upon by the Province and will continue in full force and effect during the continuation of this Agreement.
- 7.04 The Owner/Operator must, if requested by the Province, provide evidence satisfactory to the Province that the representations and warranties are true and correct and that the Owner/Operator's obligations under this Agreement have been met.
- 7.05 The Owner/Operator must not transfer, sell or license the whole or portions of this Agreement without the prior written approval of the Province, which approval may be unreasonably withheld.
- 7.06 Prior to the occurrence of any material changes in respect of the ownership or control of the Owner/Operator, or any material change to the governance, business or administrative structure of the Owner/Operator, the Owner/Operator must obtain the written consent of the Province, which consent may be unreasonably withheld.
- 7.07 Any document or report required to be submitted to the Province by the Owner/Operator must be in English or be accompanied by a version that is translated into English at a standard of translation acceptable to the Province.

8.00 INFORMATION AND PUBLIC ANNOUNCEMENTS

- 8.01 If the Owner/Operator refers to the amount of fees or other monies payable to the Province under this Agreement in any communications, including publications and promotional materials, the stated amount of fees payable must be accurate.
- 8.02 If the Owner/Operator publishes information relating to its fees, accommodations, or policies pertaining to the refund of fees or other costs, that information must be accurate and honoured upon the request of a Student or his or her parent or legal guardian.
- 8.03 The Owner/Operator may state in its publications that:
- (a) the "Owner/Operator has entered into an agreement with the Province under the British Columbia Offshore School Program",
 - (b) it has "authority to offer the BC Educational Program at the School leading to British Columbia Certificates of Graduation",
- but must not use any other phrase to denote accreditation or certification by the Province.

9.00 DELIVERING THE BC EDUCATIONAL PROGRAM

- 9.01 The Owner/Operator is solely responsible for delivering the BC Educational Program in accordance with all requirements under this Agreement including the requirements contained in Schedule "B".
- 9.02 The Owner/Operator must not offer the BC Educational Program other than as authorized under this Agreement.
- 9.03 The Owner/Operator must deliver the BC Educational Program in accordance with the requirements set out in Schedule "B".
- 9.04 The Owner/Operator must monitor and at all times remain in full compliance with the

- most current version of the Program Requirements.
- 9.05 Unless otherwise specified by the Province, the Owner/Operator may only offer the BC Educational Program during the Term.
- 9.06 Each School is approved to offer the BC Educational Program at the specific location identified in paragraph 1 Schedule “B” of this Agreement, and that approval is not transferrable to a new location or campus without prior written approval from the Province, which approval is in the Province’s sole discretion.
- 9.07 The Owner/Operator must be able to demonstrate, to the satisfaction of the Province, that it is making reasonable efforts to establish and maintain a relationship with a British Columbia K–12 public or independent school to facilitate an educational partnership between that school and each of the Schools.
- 9.08 The Owner/Operator must at all times comply throughout the Term with:
- (a) any direction or request made by the Province related to the delivery of the BC Educational Program, the operation or administration of the Schools, or relating to this Agreement,
 - (b) all applicable laws, bylaws, orders, directions, rules and regulations of any city, state, provincial and national government body in the jurisdiction in which each School is located or branch or agency thereof, directly or indirectly applicable to the Owner/Operator, the Schools and this Agreement.
- 9.09 The Owner/Operator must not enroll a person in the BC Educational Program who has not:
- (a) completed an English language assessment, demonstrating a proficiency at a level required by the Province, in accordance with the Program Requirements, and
 - (b) reached the age of 5 years on or before December 31 of that School Year.
- 9.10 The Owner/Operator must be able to demonstrate, to the satisfaction of the Province, that each Student’s level of English language proficiency was, at the time of his or her enrolment, adequate to enable that Student to meet or exceed the learning outcomes identified in the BC Curriculum.
- 9.11 The Owner/Operator must provide, as part of the BC Educational Program, support to improve Students’ achievement in English language proficiency during the Term as identified in the Program Requirements.
- 9.12 The Owner/Operator must establish and implement effective policies to ensure that classroom grades accurately reflect each Student’s achievement in the BC Educational Program and that no significant discrepancies between classroom grades and Provincial Examination results occur.
- 9.13 The Owner/Operator must establish, implement, and enforce policies and procedures in accordance with the Program Requirements, including those related to Student assessment, enrolment, conduct and supervision and parental appeals.
- 9.14 As of the commencement of the Term, the Owner/Operator must have in place policies and procedures that are consistent with the Program Requirements, for:
- (a) evaluation of Authorized Persons,
 - (b) professional development of Authorized Persons, and

(c) resolution of disputes between:

- (i) Authorized Persons and the Owner/Operator, and
- (ii) Authorized Persons and other Authorized Persons.

- 9.15 At the request of the Province, the Owner/Operator must compensate the Province for costs associated with the Province providing capacity building professional development activities pursuant to clause 3.03.
- 9.16 The Owner/Operator must ensure that any Student who receives a BC Certificate of Graduation and wishes to apply for a Canadian study permit is provided with the necessary assistance to do so.
- 9.17 The Owner/Operator must be able to demonstrate, to the satisfaction of the Province, that it has made reasonable efforts to ensure that Students have been made aware of opportunities to pursue post-secondary studies and career training in British Columbia after receipt of a BC Certificate of Graduation.
- 9.18 The Owner/Operator must not employ any person other than an Authorized Person to:
- (a) plan, evaluate and provide instruction to Students, and
 - (b) provide all progress reports to Students, parents, or legal guardians of Students.

10.00 ASSIGNMENT AND SUBCONTRACTING

- 10.01 The Owner/Operator understands that subcontracting with other entities to provide services to the Owner/Operator and/or to the Schools, Students, or staff, does not relieve the Owner/Operator from any obligations under this Agreement.
- 10.02 The Owner/Operator must ensure that:
- (a) any person retained by the Owner/Operator to assist the Owner/Operator in respect of its obligations under this Agreement, and
 - (b) any person retained by a person described in (a),
- fully complies with this Agreement in the provision of that assistance.

11.00 LICENSE TO USE, REPRODUCE, AND DISTRIBUTE EDUCATIONAL MATERIAL

- 11.01 The Owner/Operator acknowledges and agrees that:
- (a) the Province exclusively owns all intellectual property rights, including copyright, in the Educational Material, and
 - (b) any proprietary rights not specifically granted by the Province in this Agreement remain with the Province or its licensors, as applicable, including copyright and trademark protection.
- 11.02 The Province grants to the Owner/Operator, for the Term of this Agreement, a non-exclusive, non-assignable license to:
- (a) use the Educational Material, and
 - (b) subject to paragraph 11.04,
 - (i) reproduce the Educational Material in electronic or paper format, and
 - (ii) distribute the Educational Material to Students,

for the sole purposes of the delivery of the BC Educational Program as approved by this Agreement and during the term of this Agreement.

- 11.03 The Owner/Operator acknowledges that some components of the Educational Material include a statement that the Province is the copyright owner of the Educational Materials, and the Owner/Operator agrees:
- (a) not to change or delete any such statement, and
 - (b) where no such statement exists, to include on all copies of the Educational Material the following attribution notice:
"© Province of British Columbia".
- 11.04 The Owner/Operator acknowledges and agrees that it may reproduce and distribute the Educational Material only in such quantities as are necessary for the purposes of paragraph 11.02.
- 11.05 The Owner/Operator is solely responsible for all costs of using, reproducing and distributing the Educational Material.
- 11.06 The Province will, at a time that the Province considers appropriate, provide the Owner/Operator with:
- (a) access to relevant electronic Provincial Examinations,
 - (b) scoring of the completed Provincial Examinations, and
 - (c) a transcript of the final grades for Graduation Program courses for each Student, in accordance with the Program Requirements.
- 11.07 The Owner/Operator acknowledges that:
- (a) it may require educational resources in addition to the Educational Material for the delivery of the British Columbia Curriculum, and
 - (b) it is solely responsible for obtaining all such additional educational resources, in a manner that complies with all applicable laws, including copyright law.
- 11.08 Immediately upon the expiry or sooner termination of this Agreement, the Owner/Operator will:
- (a) cease using, reproducing, and distributing the Educational Material,
 - (b) delete all electronic copies of the Educational Material from its operating environment, and
 - (c) destroy all hard copies of the Educational Material in its possession or control.

12.00 STUDENT PROGRESS REPORTS

- 12.01 The Owner/Operator must establish and maintain, to the satisfaction of the Province, an assessment and evaluation program in accordance with the Program Requirements that:
- (a) demonstrates Student progress in achieving intellectual, human, social, and career development and the requirements set out in sections 1 to 4 of the Student Progress Report Order, with the exception of the definition of "curriculum" in s. 1 of that Order,
 - (b) complies with paragraph 9.12,
 - (c) accurately demonstrates Student progress in the BC Educational Program, and

(d) includes the Provincial Examination results, where applicable.

12.02 The Owner/Operator must provide to each Student and each Student's parent or guardian a student progress report that covers all courses in which the Student is enrolled in a School Year.

13.00 SCHOOL RECORDS AND REPORTS

13.01 The Owner/Operator must establish and maintain, in English, accurate and current records in accordance with:

(a) the requirements set out in Part IV of Schedule "B", and

(b) the Program Requirements,

and must permit the Province, or a person designated by the Province, at any time during normal School hours, to copy and inspect any and all records.

13.02 The Owner/Operator must keep the following records for the stated period of time:

(a) Pre-certification and Certification Agreements: a minimum of 10 years,

(b) Annual Reports: a minimum of 10 years,

(c) Student Record: a minimum of 10 years,

(d) Permanent Student Record: a minimum of 55 years,

(e) records with respect to each Authorized Person employed in the Schools, for a minimum of 10 years, and

(f) records with respect to the operation of the Schools, for a minimum of 10 years.

13.03 In accordance with the Program Requirements, the Owner/Operator must maintain a Student Record for each Student enrolled in each School, in both English and the language of the jurisdiction in which the School is situated.

13.04 Each Student Record must contain the following:

(a) the Student's Personal Education Number,

(b) results of the English language assessment, including written verification by the Principal of Students' results, so that the Owner/Operator can demonstrate that it has satisfied the requirements under paragraphs 9.09 and 9.10 and any supplementary English language supports provided,

(c) records related to courses in the BC Educational Program delivered to that Student by Online Learning,

(d) signed consent forms required under paragraph 13.09,

(e) the Permanent Student Record as described by the Permanent Student Record Order, including all documents referenced in section 2 (a) (ii) of that order,

(f) records demonstrating that the Owner/Operator has complied with paragraph 9.11, and

(g) any other records relating to the Student in the custody and control of the Owner/Operator.

13.05 Subject to the laws of [JURISDICTION], the Owner/Operator must, at the time the Province requires, deliver to the Province, or a person designated by the Province, such

written reports, statements, information and data in the form and with the content satisfactory to and prepared by a person acceptable to the Province.

- 13.06 Where the Province requires that a person with specified credentials prepare a report, the Owner/Operator must ensure that this direction is complied with and the report is prepared in accordance with the Province's directions.
- 13.07 The Owner/Operator must submit an Annual Report to the Province that includes the completed Inspection Catalogue and a report on its Business Plan on or before September 30 of the School Year.
- 13.08 Within 30 days of a request by the Province, the Owner/Operator must provide to the Province, the Owner/Operator's financial statements that have been audited by a third party and that align with international accounting standards.
- 13.09 The Owner/Operator acknowledges that the Province is required to comply with the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 186, and that this Agreement may require the collection, use and disclosure of personal information about Students enrolled in the Schools and Authorized Persons and other persons employed by the Owner/Operator or otherwise employed in respect of the Schools.
- 13.10 The Owner/Operator will obtain written consents, in the form required by the Province, from each:
- (a) Authorized Person,
 - (b) Student in Grades 10 to 12, and
 - (c) parent or legal guardian of Students in Kindergarten and Grades 1 to 9,
- for the disclosure of personal information to the Province as required under this Agreement and for storing and accessing this information outside of Canada.

14.00 OFFSHORE SCHOOL REPRESENTATIVE

- 14.01 The Owner/Operator must, subject to the Province's approval, retain an Offshore School Representative in accordance with the requirements set out in Part II of Schedule "B".
- 14.02 The Owner/Operator must advise the Province if it comes to the Owner/Operator's attention that an Offshore School Representative is acting in a manner that is inappropriate or gives rise, either directly or indirectly, to any pecuniary or non-pecuniary conflict of interest or the perception of a conflict of interest, in relation to the performance of his or her obligations to the Owner/Operator.

15.00 PRINCIPAL

- 15.01 The Owner/Operator must employ a Principal for each School in accordance with the requirements set out in Part III of Schedule "B".
- 15.02 The Owner/Operator may employ a Vice Principal to support and assist the Principal, under the direction of the Principal, in fulfilling the duties under paragraph 3(b) of Part III of Schedule "B".
- 15.03 Where a Vice-Principal has been employed under paragraph 15.02, the Principal remains responsible for administration and supervision of the School and exercises paramount authority within the School with respect to the duties set out under paragraph 3 of Part III of Schedule "B".

16.00 TEACHERS

16.01 The Owner/Operator must only employ Authorized Persons to teach at each School, in accordance with the requirements set out in Schedule "C".

17.00 REPORT OF DISMISSAL, SUSPENSION OR DISCIPLINE REGARDING TEACHERS

17.01 In this Part,

(a) "Commissioner" means the person appointed or designated under section 2 of the *Teachers Act*, and

(b) "Authorized Person" includes a Principal.

17.02 The Owner/Operator agrees that the Province may:

(a) maintain a list of all the Authorized Persons employed by the Owner/Operator during the previous School Year, and

(b) establish a list that identifies the Owner/Operator as an employer of the employees.

17.03 The Owner/Operator must include the consent form provided by the Authorized person under paragraph 13.09 in the file for the Authorized Person and make it available for inspection by the Province.

17.04 If an Authorized Person revokes or otherwise withdraws their consent under paragraph 13.09, the Owner/Operator must immediately:

(a) suspend the employment of that Authorized Person, and

(b) advise the Director of the revocation or withdrawal of the Authorized Person's consent.

17.05 If the Owner/Operator or the Principal:

(a) suspends or dismisses,

(b) or disciplines an Authorized Person, including the Principal, for misconduct that involves:

(i) physical harm to a Student or minor,

(ii) sexual abuse or sexual exploitation of a Student or minor, or

(iii) significant emotional harm to a Student or minor,

it must, without delay, send a report regarding the dismissal, suspension or disciplinary action:

(a) to the Commissioner,

(b) the Director, and

(c) the Authorized Person.

17.06 If the Owner/Operator or the Principal considers any conduct by or competence of an Authorized Person to be in breach of the standards of professional conduct or competence established under section 10 of the *Teachers Act*, the Owner/Operator or the Principal must submit a report in writing regarding that conduct or competence to

(a) to the Commissioner,

- (b) the Director, and
- (c) the Authorized Person.

- 17.07 An Owner/Operator or Principal who has made a report under this paragraph must, without delay after being requested to do so by the Director or the Commissioner:
- (a) provide the Director, the Commissioner and the Authorized Person a copy of all of the records available to the Owner/Operator or the Principal that relate to the matter in respect of which the report was made, and
 - (b) send to the Authorized Person a copy of the records referred to in (a).
- 17.08 If an Authorized Person resigns from the employment with the Owner/Operator under circumstances that suggest misconduct, including misconduct referred to in paragraph 17.05, or incompetence, the Owner/Operator must, without delay:
- (a) report the circumstances of the resignation to the Commissioner, and
 - (b) send a copy of the report to the Authorized Person and the Director.

18.00 SERVICE PROVIDERS FOR ONLINE LEARNING

- 18.01 The Province may, upon request by the Owner/Operator, authorize the Owner/Operator to deliver a portion of the BC Educational Program by means of Online Learning (OL).
- 18.02 Unless otherwise authorized in writing by the Province, the Owner/Operator may only offer courses by way of OL through an approved Online Learning service provider (“OL Service Provider”), provided that the terms and conditions in the Owner/Operator’s contract with the OL Service Provider:
- (a) are consistent and in compliance with this Agreement, and
 - (b) meet or exceed all the requirements of the Online Learning standards referred to in paragraph 18.03.
- 18.03 The Owner/Operator acknowledges and agrees that the OL Service Provider must meet or exceed the Online Learning standards established by the Province and found at:
- http://www2.gov.bc.ca/assets/gov/education/administration/kindergarten-to-grade-12/distributed-learning/dl_standards.pdf
- 18.04 The Owner/Operator agrees that it is bound by the Online Learning standards.
- 18.05 If the Owner/Operator becomes aware of any breaches of the Online Learning standards that are part of the BC Educational Program at any of the Schools, it must immediately take steps to resolve the breach and must immediately notify the Province of the breach and the steps being taken to resolve it.
- 18.06 If the Owner/Operator is not able to resolve any breach of the Online Learning standards to the satisfaction of the Province, the Province may revoke authorization for the Owner/Operator to deliver the BC Educational Program at any of the Schools through Online Learning.

19.00 FACILITIES, GROUNDS AND EQUIPMENT

- 19.01 The Owner/Operator is solely responsible for:
- (a) ensuring that local health and safety standards in respect of the operation of each of the Schools are met,

- (b) ensuring that the facilities, grounds and equipment used in conjunction with the operation of each of the Schools meet local building code and health and safety standards, and
- (c) any damages or compensation arising as a result of any liability related to facilities, grounds, equipment or operation of the Schools.

The Owner/Operator acknowledges and agrees that the Province does not and will not assume responsibility for these matters.

- 19.02 The facilities, grounds and equipment used in the operation of the Schools must, in the opinion of the Province, be adequate for the operation of a School under the British Columbia Offshore School Program.

20.00 COMPLAINTS

- 20.01 The Province reserves the right to investigate and/or require the Owner/Operator to address any complaint or information regarding a School that the Province deems to be of a serious nature.
- 20.02 Where the Province receives and validates a complaint about a School, the Province may discuss the complaint and share information with education authorities in other Canadian provinces.

21.00 INSPECTIONS

- 21.01 The Owner/Operator acknowledges and agrees that the Province will perform an Annual Inspection of each School in accordance with the terms of Schedule "D".
- 21.02 In addition to an Annual Inspection, the Province may, with or without notice to the Owner/Operator, conduct an inspection or learning audit of the School:
- (a) if the Province has concerns about the quality of the delivery of the BC Educational Program or Student achievement at that School, or
 - (b) in any other circumstance, in the sole discretion of the Province.
- 21.03 The Province will provide the Owner/Operator with a report of the results of each inspection or learning audit as soon as reasonably possible after it is complete.
- 21.04 The Province will not charge the Owner/Operator for the costs of learning audits that are conducted without notice.
- 21.05 The Province may publish inspection reports or learning audits on the Ministry of Education and Child Care's website.

22.00 COMPLIANCE

- 22.01 The Owner/Operator must comply with any reasonable request from the Province with respect to coming into compliance with this Agreement.
- 22.02 The Province may require the Owner/Operator to submit a plan outlining how it will bring itself into compliance with the Agreement by a date specified by the Province.
- 22.03 The Province may, at any time, place the School on probationary status if the Province considers:
- (a) the Owner/Operator to be out of compliance with any provision of this Agreement,
 - or

- (b) the owner or operator of any certified school, other than the School, to be out of compliance with any provision of the respective British Columbia Offshore School Program Pre-Certification Agreement or Certification Agreement, in circumstances in which, in the Province's opinion, the Owner/Operator of the School and the owner or operator of the other Certified School are related or connected to one another in any way, including (but not limited to) common ownership or control.

22.04 If a School is placed on probation,

- (a) the Province will publish this status on the Ministry of Education and Child Care website, and
- (b) the Owner/Operator must immediately inform all Students and Students' parents or legal guardian of this status and update the School's website to clearly indicate that the School is on probation.

23.00 DEFAULT AND TERMINATION

23.01 The following events will result in the Owner/Operator no longer being in good standing under this Agreement and constitute an Event of Default:

- (a) the Owner/Operator fails to comply with any provision of this Agreement, which includes but is not limited to a failure to pay fees required under this Agreement or a failure to comply with a request or direction of the Province made under this Agreement;
- (b) the Owner/Operator fails to implement to the Province's satisfaction requirements imposed under section 22.00;
- (c) any representation or warranty made by the Owner/Operator in this Agreement is or becomes untrue or incorrect;
- (d) the Owner/Operator fails to correct any deficiency noted in an Inspection Report created under section 21.00 within the time specified by the Province and if no time was specified, within a reasonable time;
- (e) any information, oral or written statement, certificate, report or other document furnished or submitted by or on behalf of the Owner/Operator pursuant to or as a result of this Agreement is or becomes untrue or incorrect;
- (f) the Owner/Operator ceases to operate the School;
- (g) a change occurs with respect to one or more of the properties, assets, condition (financial or otherwise), business or operations of the Owner/Operator which, in the opinion of the Province, materially adversely affects the ability of the Owner/Operator to fulfill its obligations under this Agreement;
- (h) the Owner/Operator does not, in the opinion of the Province, continue to provide the BC Educational Program in a manner that meets the Province's requirements; or
- (i) the Owner/Operator sells, transfers or licenses ownership of the School (or attempts to do any of these things) without the prior written approval of the Province or there are material changes to the Owner/Operator's governance, business, or administrative structure, including a change to the majority

shareholder or controlling interest, that have not received the prior written approval of the Province.

- 23.02 Upon the occurrence of an Event of Default and at any time thereafter, the Province may, notwithstanding any other provision of this Agreement, in its sole discretion:
- (a) require that the Event of Default be remedied within a time period specified by the Province,
 - (b) terminate this Agreement and cancel the authority of the Owner/Operator to deliver the BC Educational Program, effective on the date stated in the notice, or
 - (c) pursue any remedy or take any other action available to it at law or in equity.
- 23.03 If the Province notifies the Owner/Operator that the Agreement will be terminated, the Owner/Operator must without delay:
- (a) update that School's website, and
 - (b) notify, in writing, all Students and their parents or legal guardians:
 - (i) that the School is no longer certified to deliver the BC Educational Program, and
 - (ii) of other schools in the jurisdiction or region that are certified to offer the BC Educational Program.
- 23.04 This Agreement may be terminated where there is no Event of Default by either party if, during a School Year, the Owner/Operator or the Province receives a written request from the other party to terminate. Termination under this paragraph will become effective at the end of the School Year during which notice is given unless another date is agreed to by the parties in writing.
- 23.05 Where this Agreement is terminated or notice of termination is received or deemed to be received by the Owner/Operator, the Owner/Operator will cease advertising in any way that suggests that the Owner/Operator or the Schools are certified by the Province or that it is eligible to deliver the BC Educational Program.

24.00 INDEMNITY AND RELEASE

- 24.01 The Owner/Operator will indemnify and save harmless, and forever releases and discharges the Province, its employees and agents, from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that any of them may sustain, incur, suffer or put to at any time either before or after the expiration or termination of this Agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Owner/Operator, or of any agent, employee, officer, director or sub-contractor of the Owner/Operator pursuant to this Agreement or in connection with the Schools.

25.00 LIQUIDATED DAMAGES

- 25.01 Where this Agreement is terminated under paragraph 23.02 prior to the end of the Term, the Owner/Operator shall pay, in a single payment, as liquidated damages and not as a penalty, an early termination charge of \$10,000.
- 25.02 The parties acknowledge and agree that all liquidated damages set out in this Agreement have been calculated as, and are, a genuine pre-estimate of the loss likely to be suffered by the Province and are not penalties.

26.00 GOVERNING LAW AND FORUM

26.01 This Agreement, between the Province and the Owner/Operator, will be governed by and construed in accordance with the laws of the Province of British Columbia. Any matter regarding the interpretation and application of this Agreement, and all disputes arising under or in connection with this Agreement, that cannot be resolved between the parties, will be within the exclusive jurisdiction of the Supreme Court of British Columbia, and the Owner/Operator hereby irrevocably attorns to the jurisdiction of that court.

27.00 NOTICES

27.01 Any notice or other document that either party may be required or may desire to give to the other will be conclusively deemed validly given to and received by the addressee, if delivered personally then on the date of delivery, if mailed then on the fourteenth business day after mailing the same by prepaid post, if by facsimile transmission then when so transmitted, or if by electronic mail then when capable of being retrieved by the addressee, at the addresses:

if to the Province:

Ministry of Education and Child Care
Executive Director, Independent Schools and International Education Branch
PO Box 9146 STN PROV GOVT
Victoria BC V8W 9H1

Facsimile number: (250) 953-4908

Email Address: International.Education@gov.bc.ca

Attention: Independent Schools and International Education Branch

And if the Commissioner for Teacher Regulation:

in accordance with the procedures set out at:

<https://www2.gov.bc.ca/gov/content/governments/organizational-structure/ministries-organizations/boards-commissions-tribunals/commissioner-for-teacher-regulation/report-as-teacher-school>

And if to the Owner/Operator:

[Owner/Operator company]

[Owner/Operator address]

Email Address: [Owner/Operator email]

Attention: [Owner/Operator contact]

27.02 Either party may, from time to time, advise the other party in writing of any change of address or contact person of the party giving such notice, and the information specified will, for the purposes of paragraph 27.01, be conclusively deemed to be the address and contact person of the party giving such notice.

28.00 NON-WAIVER

- 28.01 No term or condition of this Agreement and no breach by the Owner/Operator of any such term or condition will be deemed to have been waived unless such waiver is in writing signed by the Province.
- 28.02 The written waiver by the Province of any term or breach by the Owner/Operator of any term or condition of this Agreement is not a waiver of any other term or breach.

29.00 ENTIRE AGREEMENT

- 29.01 This Agreement, the Schedules to this Agreement, and any requirements, including Ministerial Orders or Program Requirements, incorporated by reference into this Agreement, constitute the entire Agreement between the parties with respect to the subject matter of this Agreement.

30.00 TIME OF ESSENCE

- 30.01 Time is of the essence in this Agreement.

31.00 SURVIVAL OF PROVISIONS

- 31.01 All of the provisions of this Agreement in favour of the Province and all of the rights and remedies of the Province, either at law or in equity, will survive any termination of this Agreement. For greater clarity, but without limiting the foregoing, sections 6.00, 7.00, paragraphs 11.01, 11.08, 13.09, 19.01, 24.01, 25.03, 26.01, and paragraphs 3 and 4 of Part IV of Schedule "B" continue in force indefinitely, even after this Agreement ends.

32.00 INSTRUCTIONS AND MODIFICATION OF TERMS AND CONDITIONS

- 32.01 The Province may, from time to time, give instructions to the Owner/Operator respecting matters relating to this Agreement, including the conduct of examinations and tests, including Provincial Examinations, and the Owner/Operator will comply with those instructions within a reasonable time or a time set by the Province.
- 32.02 The Province may modify the Agreement where it considers it necessary to more effectively carry out the purpose and intent of this Agreement, such as maintaining consistency with current standard terms and conditions in similar offshore educational program agreements, as such terms and conditions may be revised from time to time by the Province.
- 32.03 The Province may add to, remove or modify any of the terms and conditions of this Agreement by giving written notice of the changed terms and conditions to the Owner/Operator in accordance with the written notice provisions in paragraph 32.00. Upon the receipt of such notice in accordance with paragraph 32.00, the Owner/Operator will be deemed to have accepted the changed terms and conditions and further such changes will be deemed to have been incorporated into this Agreement.

33.00 INTERPRETATION OF THIS AGREEMENT

- 33.01 Where there is a conflict or a difference in meaning between the English and the [LANGUAGE] version of this Agreement, the English version shall apply.
- 33.02 The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.

- 33.03 Any reference to a statute, regulation or order in this Agreement, whether or not that statute has been defined, includes all regulations and orders made at any time under or pursuant to that statute.
- 33.04 Any reference to an enactment in this Agreement, whether or not that enactment has been defined, includes any amendments made to those enactments.
- 33.05 In this Agreement wherever the singular or neuter is used it will be construed as if the plural or masculine or feminine, as the case may be, had been used where the context so requires.
- 33.06 The Schedules to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.
- 33.07 Subject to paragraph 32.02 and 32.03, no amendment or modification to this Agreement will be effective unless it is in writing and duly executed by the parties.
- 33.08 If any provision of this Agreement or the application to any person or circumstances is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired thereby and will be enforceable to the extent permitted by law.
- 33.09 All dollar amounts expressed in this Agreement refer to the lawful currency of Canada.
- 33.10 Unless the context otherwise indicates, any reference to this Agreement means this instrument and all of the Schedules attached to it, and any reference to any paragraph or subparagraph by number is a reference to the appropriate paragraph or subparagraph in this Agreement.

33.11 Nothing in this Agreement operates as a consent, permit, approval or authorization by the Province or any Ministry, Branch, or agency thereof to or for anything related to the Schools or certification that the Owner/Operator is required to obtain unless it is expressly stated herein to be such a consent, permit, approval or authorization.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

SIGNED on behalf of His Majesty)
the King in Right of the Province)
of British Columbia by a duly authorized)
representative of the Minister of)
Education and Child Care)
)
)
)
)
)
)
Date Signed _____)

For the Minister of Education and Child Care
Executive Director, Independent Schools
and International Education Branch

SIGNED on behalf of)
[Owner/Operator company])
by a duly authorized representative)
)
)
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)
)

Witness)
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)
)
Date Signed _____)

Owner/Operator

(PRINT NAME)

(PRINT TITLE)

SCHEDULE “A”
QUALIFICATION CRITERIA FOR OWNER/OPERATORS

The Owner/Operator represents and warrants that it has met the following qualification criteria required in order to enter an agreement under the British Columbia Offshore School Program, it:

1. has successfully operated the Schools to the Province’s satisfaction for a period of time acceptable to the Province under a Pre-Certification Agreement;
2. has satisfied all of the Province’s requirements for certification in the form and with the content established by the Province, including all components of the Annual Report submitted in accordance with the Program Requirements;
3. is able to communicate orally and in writing with the Province in fluent English at a level acceptable to the Province;
4. has provided documentation to the Province sufficient to satisfy the Province that the Owner/Operator is an incorporated non-governmental legal entity;
5. has satisfied the Province that the Owner/Operator is not in contravention of any relevant legislation or other legal requirements, including all relevant labour and employment laws and the *Immigration and Refugee Protection Act*, S.C. 2001, c. 27 and Regulations made under that Act;
6. is, subject to the written approval of the Province, offering a BC Educational Program that:
 - (a) commences in the grade that is set out in respect of each School in Schedule B, and
 - (b) is able to demonstrate to the satisfaction of the Province that reasonable efforts are being made to maintain a minimum enrolment of 60 full-time students in each grade offered in each School;
7. has, subject to the written approval of the Province and the laws of the jurisdiction where the Schools are located, ensured that Students commence full-time enrolment in a School in or before Grade 8 or, in cases where a jurisdiction’s laws prevent enrolment at this age, ensured that Students may not commence the program after Grade 10 and that Students entering the program in Grade 10 are provided with additional English Language Learner supports to enable success in the program;
8. has paid all applicable fees in accordance with Schedule “E”;
9. has successfully completed, at the Owner/Operator’s expense, all inspections required under the Pre-Certification Agreement;
10. has provided any additional information that the Province reasonably requests; and
11. is considered by the Province to be a suitable candidate in accordance with the Province’s requirements for certification.

SCHEDULE “B”

PROGRAM ADMINISTRATION AND OPERATION

PART I: DELIVERY OF THE BC EDUCATIONAL PROGRAM

1. The Owner/Operator may offer the BC Educational Program in the grades indicated at the following schools:
 - (a) [NAME, CITY, PROVINCE, JURISDICTION, GRADES] **manual entry for all schools under same O/O*
2. The Owner/Operator must operate the Schools and deliver the BC Educational Program in accordance with the Program Requirements, including:
 - (a) delivering it in English at a standard acceptable to the Province, except for those parts exempted in writing by the Province,
 - (b) ensuring that the recruitment, hiring and supervision of qualified and competent personnel, including Authorized Persons, is in accordance with the Program Requirements,
 - (c) in delivering the BC Educational Program in each School, ensuring compliance with sections 1.1 to 6, with the exception of s. 4 (5)(b), 4 (6), 5 (8) (a) and (d), and s. 5.3 of the Educational Standards Order,
 - (d) in the event that the Owner/Operator develops a course as a Board/Authority Authorized (BAA) Course, ensuring that the course meets all of the requirements of Board/Authority Authorized Courses set by the Ministry in the Board/Authority Authorized Courses Requirements and Procedures Guidebook,
 - (e) ensuring that the BC Educational Program is delivered in a manner that covers all learning outcomes described in the applicable program guide and confirmed as required in the Program Requirements,
 - (f) promoting the use of the British Columbia Ministry of Education and Child Care Performance Standards found at: http://www.bced.gov.bc.ca/perf_stands/ as an assessment tool for Students,
 - (g) ensuring compliance with the Program Requirements with respect to all equivalency process and challenge rules, and
 - (h) ensuring that all School facilities, including computer resources, meet Program Requirements and the requirements set out in Schedule “F”, and that Students have access to sufficient facilities, including access to computers and electronic resources, for efficient administration of examinations.
3. The Owner/Operator must, in accordance with Program Requirements, have sufficient resources, including textbooks, and a library with hard copy, electronic and internet resources, sufficient to support the learning outcomes for all of the British Columbia Curriculum offered at the Schools.
4. The Owner/Operator may only make changes to the facilities, equipment or the BC Educational Program provided to Students under this Agreement:
 - (a) if requested by the Province in response to the Inspection Report provided to the Owner/Operator by the Province, or

- (b) with the prior written approval from the Province, if not making the change could result in the Owner/Operator not meeting its obligations under this Agreement.
5. The Owner/Operator must establish conditions of employment for Principals and Authorized Persons that encourage those employees to continue their employment with the Schools.

PART II: OFFSHORE SCHOOL REPRESENTATIVE

1. The Offshore School Representative is a person who must have:
- (a) a current and valid Certificate of Qualification and be in good standing with the Ministry,
 - (b) at least three years' experience working in a senior administrative capacity in the BC school system,
 - (c) no affiliation with the Owner/Operator other than through the Offshore School Representative's contract with the Owner/Operator,
 - (d) knowledge of the BC Offshore School Program,
 - (e) knowledge of BC's K–12 international education sector,
 - (f) expertise in current BC educational standards and practices for curriculum development and implementation, as well as evaluation of students,
 - (g) expertise in the performance evaluation of teachers and principals,
 - (h) understanding of the linkages between regulatory requirements and the delivery of educational programs in K–12 schools,
 - (i) strong oral and written communication skills in English,
 - (j) the ability to identify and manage complex issues or concerns raised by education stakeholders,
 - (k) an understanding of and recent professional experience working with teacher certification and regulation requirements in BC,
 - (l) knowledge of BC education-related legislation, regulations, and orders, including the *School Act*,
 - (m) knowledge and understanding of the *Freedom of Information and Protection of Privacy Act* and the *Personal Information Protection Act*,
 - (n) knowledge and experience with school evaluation, audit, or inspection processes within a BC K–12 public, independent, or offshore school within the past 10 years, and
 - (o) knowledge of immigration application procedures and requirements including visas and work permits.
2. The Offshore School Representative:
- (a) must perform the duties under this Part, and
 - (b) must serve as the primary liaison between the Owner/Operator and the Province for the purposes of this Agreement.

3. If the Offshore School Representative is a corporate entity, the Owner/Operator must ensure that one individual with authority to legally bind the corporate entity is designated to serve as representative.
4. The Offshore School Representative must not hold a position within the Owner/Operator's organization, be a shareholder of the Owner/Operator, be employed by the Owner/Operator, or otherwise be affiliated with the Owner/Operator, other than through the Offshore School Representative's contract with the Owner/Operator.
5. The Offshore School Representative is responsible for evaluating the Principal and documenting the results of that evaluation.
6. The Owner/Operator must provide the Province with written confirmation that the individual designated as Offshore School Representative:
 - (a) has full capacity to represent and legally commit the Owner/Operator in all communications and dealings with the Province in relation to this Agreement, and
 - (b) is not authorized to represent the Owner/Operator for the purposes of this Agreement until the Province has approved in writing the Owner/Operator's appointment of that individual to serve as Offshore School Representative.
7. The Province may, in its sole discretion, cease to engage, for the purposes of this Agreement, with the Offshore School Representative if the Province has reason to question his or her authorization, conduct, qualifications or competence.
8. The Offshore School Representative must:
 - (a) act as the primary contact and communicate with the Province in a timely manner,
 - (b) advise and assist the Owner/Operator in performing its obligations under this Agreement,
 - (c) attend information sessions held by the Province,
 - (d) be knowledgeable about all aspects of the operation of each School and all related aspects of the Owner/Operator's business operations, governance, business and administrative functions,
 - (e) actively work with the Owner/Operator to ensure compliance with the terms of this Agreement, including working with the Owner/Operator, Principal, and Authorized Persons to ensure that accountabilities and timelines are clearly understood and met, and
 - (f) work with the Owner/Operator, Principal and Authorized Persons to address the Province's recommendations and requirements, including recommendations and requirements arising from inspections.
9. The duties of an Offshore School Representative, in collaboration with the Principal, are to:
 - (a) assist with administration of the Schools and delivery of the BC Educational Program in accordance with this Agreement, including to:
 - (i) assist in the recruitment and hiring of Authorized Persons,
 - (ii) support Authorized Persons in obtaining a visa or work permit,

- (iii) establish accommodation arrangements for Authorized Persons and deal with any issues with accommodation,
 - (iv) provide cultural acclimatization assistance for Authorized Persons and Students,
 - (v) provide professional development for Authorized Persons, and
 - (vi) participate in the dispute resolution process established by the Owner/Operator;
- (b) assist the Owner/Operator in marketing the Schools,
 - (c) manage issues that may arise and resolve complaints to reach resolutions satisfactory to the Province,
 - (d) ensure the transfer to the Province of all data outlined in Schedule "F" and all Annual Report requirements are met by deadlines established by the Province, and
 - (e) participate in and support an inspection team in conducting any inspection for the purposes of this Agreement.

PART III: PRINCIPAL

1. The Principal must be an individual who:
 - (a) is fluent in English,
 - (b) is an Authorized Person,
 - (c) is not otherwise affiliated with the Owner/Operator, other than through the Principal's employment contract with the Owner/Operator,
 - (d) has at least one year of experience working at a Principal or Vice Principal level, and
 - (e) has a minimum of three years of experience in a British Columbia public, independent or offshore school.
2. The Owner/Operator must not employ a Principal who is employed as a Principal for any other School in the British Columbia Offshore School Program.
3. The Owner/Operator must ensure that a Principal has responsibility for and authority to undertake the following duties in relation to each School:
 - (a) the evaluation of Authorized Persons; and
 - (b) administering and supervising the delivery of the BC Educational Program in accordance with this Agreement, including:
 - (i) directly managing Student enrolment processes, including making final decisions with respect to Student assessment and enrolment;
 - (ii) ensuring that the BC Educational Program meets the Program Requirements;
 - (iii) overseeing the development of curricular compliance documents that support learning outcome requirements established by the Province;
 - (iv) evaluating learning situations in classrooms;
 - (v) establishing all teaching timetables and Student placement in classrooms;

- (vi) establishing the program of teaching and learning activities;
- (vii) establishing Student evaluation and assessment processes and reporting to parents;
- (viii) supervising and evaluating the work of Authorized Persons and other School staff, and documenting the results of those evaluations;
- (ix) organizing and providing supervision for professional development of Authorized Persons in the Schools;
- (x) performing teaching duties as appropriate;
- (xi) maintaining complete and accurate School records, including all records under paragraphs 12.00 and 13.00 and Part IV of this Schedule;
- (xii) supervising the general conduct of Students, both on School premises and during activities that are off School premises and that are organized or sponsored by the Schools;
- (xiii) participating in the Annual Inspection, as required;
- (xiv) participating in the dispute resolution process under the policy required under paragraph 9.14 (c); and
- (xv) in accordance with the policies of the Owner/Operator, exercising paramount authority within the Schools in matters concerning the discipline of Students.

PART IV: SCHOOL RECORDS

1. The Owner/Operator must establish in English and maintain accurate and current records, including:
 - (a) the Annual Report;
 - (b) Student Records;
 - (c) records with respect to each Authorized Person employed in the Schools; and
 - (d) records with respect to the operation of all Schools;

and must permit the Province, or a person designated by the Province, at any time during normal School hours, to copy and inspect any and all records.
2. The Owner/Operator must maintain in the file of each Authorized Person who is employed in each School:
 - (a) completed performance evaluations,
 - (b) a copy of the Authorized Person's British Columbia certificate of qualification issued under the *Teachers Act*, subject restricted independent school teaching certificate or written approval from the Director to teach in a school certified by the Province,
 - (c) a copy of the contract of employment with the Owner/Operator,
 - (d) current contact information, and
 - (e) a copy of the applicable visa or work permit.
3. Upon the request of a Student, the Owner/Operator must transfer the Student Record of that Student to:

- (a) another Owner/Operator operating a School under the British Columbia Offshore School Program, or
 - (b) a British Columbia K–12 public or independent school
4. Within 60 days of the closure of a School, the Owner/Operator must transfer to the Director the Student Record of any Student who has not requested that it be transferred to another school.
 5. Subject to written approval from the Province, the Owner/Operator must ensure that it meets Program Requirements for internet connectivity, computer hardware/software, and printer capabilities to ensure efficient electronic transfer and printing of such items as are required under this Agreement.

SAMPLE

SCHEDULE “C”**REQUIREMENTS FOR EMPLOYMENT OF TEACHERS IN THE BRITISH COLUMBIA
OFFSHORE SCHOOL PROGRAM**

The Owner/Operator must ensure that Authorized Persons employed to teach at the Schools:

- (a) prior to beginning teaching in the School, hold:
 - (i) a certificate of qualification issued under the *Teachers Act*;
 - (ii) a British Columbia subject restricted independent school teaching certificate issued under the *Independent School Act*; or
 - (iii) written approval from the Director to teach in a school certified by the Province.
- (b) maintain their teaching certification in good standing during the Term, complying with all professional requirements under the *Teachers Act*;
- (c) provide consents required under paragraph 13.09;
- (d) provide instruction to Students in a competent manner in accordance with the requirements under this Agreement and the Program Requirements;
- (e) teach the BC Educational Program;
- (f) encourage and foster learning in Students;
- (g) regularly evaluate Students and periodically report the results of the evaluation in accordance with the terms of this Agreement;
- (h) maintain, under the direction of the Principal, order among the Students while they are in the School or on the School grounds and while they are attending or participating in activities sponsored or approved by the School; and
- (i) carry out, subject to any applicable contract of employment, those duties that are assigned to the teacher by the Principal.

SCHEDULE "D"

INSPECTIONS OF OFFSHORE SCHOOLS

1. This Schedule applies to each of the Schools listed in paragraph 1 of Schedule "B".
2. On receipt of:
 - (a) the funds required by the Province as described in paragraphs 8, 9, 10, and 11 of this Schedule, and
 - (b) all information required by the Province within the timelines established by the Province,

the Province will conduct the Annual Inspection of the School, including an inspection of the records of the Owner/Operator, the facilities and equipment used in the operation of the School, and will, if possible, conduct this inspection at times that are convenient to both the Owner/Operator and the Province.
3. The Owner/Operator will, at the request of the Province, permit the Province or a person designated by the Province to:
 - (a) at any reasonable time, enter a building used in the delivery of the BC Educational Program, offices of the Owner/Operator or the grounds and facilities used in the operation of each School,
 - (b) inspect any record of the Owner/Operator including electronic records, email records and all records held by the Offshore School Representative, the Principal and Authorized Persons relating to the Educational Material and to the delivery of the BC Educational Program, including Student and staff records, and
 - (c) inspect the academic achievement of Students and the administration of the School, and permit the Province or a person designated by the Province to do everything necessary to conduct a thorough and complete inspection of the School for the purposes of this Agreement, including:
 - (i) verification of the certification status of Authorized Persons,
 - (ii) observation of any Authorized Person's teaching methods, including planning and delivery of the BC Educational Program and assessment and evaluation of the Students,
 - (iii) observation of operation of the School to assess the Owner/Operator's operation of the School and delivery of the BC Educational Program in accordance with the terms of this Agreement,
 - (iv) examination of the Authorized Person's curricular compliance documentation and lesson plans for the School and resource materials used by the Owner/Operator,
 - (v) assessment of any matters with respect of which the Director has received a complaint, and
 - (vi) examination of the English Language Learning (ELL) assessment and instruction provided by the Owner/Operator.

4. The Owner/Operator will provide all the support the Province considers necessary to allow the Province to conduct a thorough and complete inspection of the School and the provision of the BC Educational Program, including that the inspection team members must not be placed in a position of real or perceived conflict of interest through any entertainment opportunities, gifts, or by any other means.
5. The Owner/Operator must provide an English/[LANGUAGE] interpreter, if the staff of the Owner/Operator who are providing information to the persons conducting an inspection are not fluent in English.
6. Prior to an inspection, the Owner/Operator must provide to the Province:
 - (a) all written material that the Province considers necessary to properly inspect the School under this Agreement, and
 - (b) a fully and accurately completed Annual Report.
7. The Owner/Operator will not record, videotape or reproduce any part of an inspection, including communications with the inspector.
8. The Owner/Operator must pay, in advance of the inspection, in Canadian dollars and within 30 days of receipt of a notice from the Province, the amount specified by the Province in the notice, for the estimated costs in relation to the inspection of the Schools.
9. All accommodation arrangements for inspectors conducting inspections under this paragraph will be made by the Owner/Operator in advance of the travel dates. The Owner/Operator will provide the Province with proof of payment in advance for all accommodation and the Province will provide a copy of the proof of payment to the inspector.
10. The notice referred to in paragraph 8 of this Schedule will reflect the costs that the Province estimates it will incur in performing its functions and duties required under this Agreement for the inspection of the Schools and will include the types of costs referred to in Schedule "E" of this Agreement but is not restricted to those costs.
11. Where the actual inspection and related costs for a School Year incurred by the Province under this paragraph are greater than the funds submitted under paragraph 8 for that School Year, the Owner/Operator will pay the Province, within 30 days of receipt of a notice from the Province, all costs incurred by the Province during the School Year in conducting inspections of the Schools, and otherwise regulating the Schools, less the monies paid under paragraph 8 of this Schedule for that School Year.
12. If the monies paid under paragraph 8 exceed the cost of the actual expenses incurred by the Province in the School Year, the Province will either refund the overpayment to the Owner/Operator or reduce the amount payable under paragraph 8 for the subsequent School Year if a further Agreement is entered into with the Owner/Operator.
13. On request, the Owner/Operator will provide the inspection team with a secure location on the premises of the School that is private and quiet during the period that the Province is conducting an inspection under this Agreement.
14. The Inspection Report prepared by the inspectors under this paragraph will be made public on the Province's website.
15. Paragraphs 3, 4, 5, 12 and 13 of this Schedule apply to an unannounced inspection performed in accordance with paragraph 21.02 of this Agreement.

SCHEDULE “E”

FEE PAYMENT PROCESS, DELINQUENT PROGRAM FEES AND SCHEDULE OF OFFSHORE PROGRAM COSTS

1. FEE PAYMENT PROCESS

- Fees are due and payable as stated in the table in paragraph 3 of this Schedule.
- All fees are non-refundable.
- The Province will invoice Owner/Operators thirty (30) days in advance of the fee payment due date.
- The invoice for the student registration fee will be based on 1701 data submission. If there is a discrepancy between the 1701 data submission and student numbers as reported during inspections, Owner/Operators will be invoiced for the difference.
- Proof of Payment: If paying by electronic transfer, a written confirmation of the electronic transfer with a copy of the bank transmittal must be submitted to the Independent Schools and International Education Branch at: International.Education@gov.bc.ca

2. DELINQUENT FEES

- The following processes will apply for Owner/Operators whose fees are thirty (30) days delinquent:
 - The Province will issue a second invoice for the outstanding amount plus interest charges.
 - The School(s) will be placed on probationary status for sixty (60) days (regardless of when the fees are submitted).
- The following processes will apply for Owner/Operators whose fees are sixty (60) days delinquent:
 - The Province will issue a third invoice for the outstanding amount plus interest charges.
 - The School(s) will be placed on probationary status for ninety (90) days (regardless of when the fees are submitted).
- The following processes will apply for Owner/Operators whose fees are ninety (90) days delinquent:
 - The School(s) will be decertified. Recertification will be subject to payment of delinquent fees plus interest charges, reapplication (including application fee of \$5,000) and payment as liquidated damages of \$10,000 (per section 25.00 of the Agreement).
- The following processes will apply for delinquent inspection fees:
 - The School inspection will be cancelled, if applicable.
 - Uninspected Schools will lose certification status.
 - Recertification will be subject to payment of delinquent fees plus interest charges, reapplication (including application fee of \$5,000) and payment as liquidated damages of \$10,000 (per section 25.00 of the Agreement).

3. SCHEDULE OF OFFSHORE SCHOOL PROGRAM FEES AND EXPENSES

Fee Type	Fee Amount	Payable:	Comments
Curriculum Usage Fee	\$10,000 per School per year	Payable 30 days from invoice date	Province will invoice Owner/Operator after the Certification Agreement is issued.
Program Administration Fee	\$5,000 per School per year	Payable 30 days from invoice date	Province will invoice Owner/Operator after the Certification Agreement is issued.
Inspection fees and expenses	Includes professional services of the inspection chair and inspection team members, as well as travel, accommodation, per diem, and incidental costs.	Payable 30 days from invoice date. If the inspection will be conducted with notice, payable in advance of inspection.	Province will invoice Owner/Operator for fee amount in advance of inspection
Student Registration Fee*	\$350 per Student per year	Invoice in December – Payable 30 days from invoice date	Province will invoice Owner/Operator for fee amount based on 1701 data submission
Other Program Expenses			
In-person interview (following submission of the Expression of Interest)	Travel, accommodation, per diem and incidental costs of all Ministry participants will be covered by the interested party		If the interview is held on location, fees and expenses must be paid 30 days before the Ministry participants leave BC.
Learning Audits	Includes professional services of the audit chair and audit team members, as well as their travel, accommodation, per diem, and incidental costs.		Owner/Operators will be invoiced and payment required 15 days in advance of the audit team's departure.
Professional Development	The Ministry may recover costs related to putting on capacity-developing professional development activities for offshore school educators		As requested.

*if a Student withdraws from the School up to November 30, the School is not required to pay the per student fee (School must provide proof of withdrawal). If a Student withdraws from the School after November 30, the School is required to pay the per student fee.

SCHEDULE "F"

CURRENT REQUIREMENTS FOR ELECTRONIC DATA TRANSFER WITH THE BRITISH COLUMBIA MINISTRY OF EDUCATION AND CHILD CARE FOR TRANSCRIPTS AND ASSESSMENTS

TRANSCRIPTS AND ASSESSMENTS REQUIREMENTS:

Transcript and assessment data must be submitted to the Province using computer software that is capable of extracting the standard TRAX data files (DEM, CRS, XAM) for the school's upload on the School Secure Web.

The following software vendors have a TRAX data extract function currently being used by schools. There may be other software vendors with the capability of producing the standard TRAX files.

Vendor Name	Product Name(s)	Phone
Harts Systems Ltd	TESS and Windsor	1-888-734-1119
edsembli	Maplewood connected SIS	1-800-265-3482
PowerSchool	PowerSchool SIS	1-877-873-1550
Take Two Inc.	CIMS	1-800-665-0641

Contact Student Certification at the Ministry to obtain additional information and specific TRAX data specifications, if required, or, to have your company added to the vendor list above.

Student Certification
Ministry of Education and Child Care
PO Box 9170 Stn Prov Govt
Victoria BC V8W 9H7

Email Address: offshore.administrator@gov.bc.ca

ELECTRONIC ASSESSMENTS REQUIREMENTS:

Software, Browser and Computer requirements can be found at the Ministry of Education and Child Care technical support website:

<https://bc.ed.vretta.com/#/en/bced-landing/grad/tech-guides>

Internet Connection:

- Internet Service Provider (ISP)
- ADSL, cable or T1 (minimum requirement)
- 10-1000 Mbps Broadband (recommended)

Email:

- School Principal email account with attachment capability
- Ability to receive or send up to 5 MB file size attachments
- MS Office file attachments in non-MS Office format must be windows compatible and saved as RTF (rich text format) if MS Office is not available

Peripherals:

- Colour Printer (600 dpi or higher)
- Scanner
- Photocopier

SCHEDULE "G"**APPROVED ONLINE LEARNING SERVICE PROVIDER**

The Approved Online Learning Service Provider for the purposes of paragraph 18.00 is Global Education – School District 73 Business Company.

Contact information:

Kristin Engleson
Director of Distributed Learning
Global Education – SD73 Business Company

Email: kengleson@sd73.bc.ca
Telephone: 250-572-2866

William Hamblett
Vice-President
Global Education – SD73 Business Company

Email: bhamblett@exc.sd73.bc.ca

Website: <http://www.globaled.ca>

SAMPLE